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SETTLEMENT AGREEMENT AND RELEASE

(Uninsured/Underinsured Motorists Coverage)

This Settlement Agreement and Release of Uninsured/Underinsured Motorists Coverage (hereinafter "Agreement") is entered into by and among <u>Broderick James</u> (hereinafter "Insured") Texas Farm Bureau Casualty Insurance Company, Texas Farm Bureau Mutual Insurance Company, Texas Farm Bureau Underwriters, Farm Bureau County Mutual Insurance Company of Texas (hereinafter collectively "Company"). Company did by its Policy No. <u>23001710</u> (hereinafter "Policy") cover Insured against damages for bodily injury and/or property damage caused by an uninsured/underinsured motor vehicle, resulting from an accident that occurred on the <u>30</u> day of <u>June</u>, <u>2018</u>, at or near <u>FM 521 Brazoria county</u> (location), in the State of <u>Texas</u> (hereinafter "Accident").

Insured was not fully compensated by the wrongdoer for damages resulting from the Accident and now seeks to collect from the Uninsured/Underinsured Motorists Coverage of the Policy.

In consideration of the payment(s) by Company of <u>fifty thousand</u> Dollars (\$50,000,00), Insured hereby completely releases and forever discharges Company, its agents, employees, officers and directors, from any and all past, present or future claims, any and all liability from, and any and all contractual and legal obligations whatsoever under the coverage designated above of the Policy, and arising out of bodily injury and/or property damage sustained by the Insured due to the Accident. Insured further releases Company and its respective officers, directors, and employees from any and all liability for the manner in which the claim was handled, settled, or defended.

Insured acknowledges that any injuries sustained may be permanent and progressive and recovery therefrom is uncertain and indefinite and there may be injuries or results of injuries not yet evident, recognized or known and in making this release, Insured relies wholly upon my/our judgment, knowledge and belief as to the nature, extent and duration of said injuries and as to the questions of liability involved and have not been influenced by any representations regarding the same; that the claims are doubtful and disputed and the above consideration is accepted in full compromise, accord and satisfaction thereof, and the payment of said consideration is not an admission of liability.

INSURED AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY FROM CLAIMS OR ACTIONS OF ANY KIND, INCLUDING ANY NEGLIGENCE OF COMPANY, MADE AGAINST THE COMPANY BY OR ON BEHALF OF INSURED OR INSURED'S MEDICAL CARE PROVIDERS, INSURERS, OR ATTORNEYS RELATED TO THE ACCIDENT DESCRIBED HEREIN. INSURED AGREES TO PAY AND/OR SECURE THE RELEASE OF ANY AND ALL LIENS AND SUBROGATION CLAIMS OUT OF THE SETTLEMENT PROCEEDS, AND AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY UNPAID LIENS OR SUBROGATION CLAIMS RELATED TO THE ACCIDENT DESCRIBED HEREIN.

If there is a pending lawsuit filed as a result of the accident described herein, Insured agrees to obtain a dismissal with prejudice or non-suit with prejudice of the lawsuit.

This Agreement contains the entire agreement between the parties hereto, and the terms of this instrument are contractual and not a mere recital.

This Agreement shall be binding upon Insured, his/her/their legal representatives, heirs, successors, beneficiaries, and assigns, if any. Insured hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full, fair, and compromise settlement of any and all claims, disputed or otherwise, on account of all injuries and damages arising out of the above mentioned Accident. All parties agree to execute any and all supplementary documents and to take all supplementary steps to give full force and effect to the basic terms and intent of this Agreement. It is understood and agreed that a photocopy of this executed Agreement shall have the same force and effect as the original.

This Agreement is executed on this theday of, 20_/9	
Insured	Company:
	By: Printed Name: Title:
State of Texas County of	y appeared, to me known to be the person(s) who ed. ELIZABETH ELIZONDO Notary ID #124452092 My Commission Expires February 14, 2023